**INTERAGENCY COOPERATION CONTRACT**

This Interagency Cooperation Contract ("Contract") is entered into by and between the State

agencies shown below as Contracting Agencies, pursuant to authority granted in and in

compliance with the Interagency Cooperation Act, Chapter 771, Texas Government Code

(TGC).

**I. CONTRACTING AGENCIES:**

Receiving Agency: Department of State Health Services (DSHS), an agency of

the State of Texas

Performing Agency: *Name of Contractor*

**II.PURPOSE:**

The purpose of this Contract is for DSHS to obtain the services of XXX to care for

individuals hospitalized in the psychiatric unit at the XXX location (Facility).

**III. STATEMENT OF SERVICES TO BE PERFORMED:**

XXX will perform the following services ("services"):

XXX will serve up to XX individuals who are received from any Local Service

Area (LSA) in Texas, many of which have been transferred from other state hospitals.

XXX will serve up to XX individuals who are from the LSA served by the

LMHA. These beds are direct admissions from

community and are included in the LMHA’s State Hospital bed day allocation.

XXX will receive and maintain Hospital Accreditation by the Joint Commission.

XXX will follow DSHS State Hospital Operating Procedures in the provision of services,

found in the Texas Administrative Code (TAC), Title 25, Chapter 417, Subchapter A, entitled

“Standard Operating Procedures”. XXX shall:

A. Provide a full array of services that comply with the following principles for care:

1. Effective, responsive, individualized, and least restrictive care and treatment;

2. Development and implementation of a comprehensive treatment and discharge

plan, promotion of recovery, and self-sufficiency;

3. Compliance with Health Insurance Portability and Accountability Act of 1996

(HIPAA) privacy rules, as amended from time to time;

4. Comprehensive client/patient rules consistent with federal and state regulatory and

Joint Commission requirements;

5. Behavior management programs;

6. Culturally competent care; and

7. Telemedicine provided in accordance with applicable rules and regulations.

B. Demonstrate efforts to reduce restraint and seclusion by adopting and implementing the

following restraint/seclusion reduction tools:

1. Assessment tools to identify risk factors for violence and seclusion and restraint

history;

2. A trauma assessment;

3. Identification of persons with risk factors for death and injury;

4. Use of de-escalating or safety surveys; and

5. Making environmental changes to include comfort and sensory rooms and other

meaningful clinical interventions that assist people in emotional self-management.

C. Comply with all applicable state and federal laws and regulations related to the

treatment of patients in a psychiatric hospital, including, but not limited to, Texas Health

and Safety Code (THSC) Chapters 571, 575, 576, and 577; Texas Code of Criminal

Procedure Chapter 46B; and Title 25 TAC Chapter 134 (relating to Private Psychiatric

Hospitals and Crisis Stabilization Units); Chapter 404, Subchapter E (relating to Rights

of Persons Receiving Mental Health Services); Chapter 405, Subchapter E (relating to

Electroconvulsive Therapy); Chapter 411, Subchapter J (relating to Standards of Care

and Treatment in Psychiatric Hospitals); Chapter 414, Subchapter I (relating to Consent

to Treatment with Psychoactive Medication – Mental Health Services); and Chapter

415, Subchapter F (relating to Interventions in Mental Health Services).

D. Data collection and reporting:

1. XXX shall collect data and other information that is sufficient to report on the

indicators identified in Exhibit A (Performance Indicators) in accordance with the

schedule outlined in Exhibit A (Performance Indicators).

2. XXX shall ensure patient registration, diagnostics, admission and discharge data

is reported by using the CARE screens and action codes listed below. For details

related to the use of these screens and action codes, Contractor can refer to the

CARE Reference Manual at

http://www2.mhmr.state.tx.us/655/cis/training/CAREguide.html:

a. Screen: Campus-Based Assignments (Add/Change/Delete), Action Code: 305;

b. Screen: Campus-Based Discharge/Community Placement (Add/Change/Delete),

Action Code: 310;

c. Screen: Joint Community Support Plan (Add/Change/Delete), Action Code:

312;

d. Screen: Register Client, Action Code: 325;

e. Screen: Diagnostics (Add/Change/Delete), Action Code: 330;

f. Screen: Voluntary Admission and Commitment (Add/Change/Delete), Action

Code 332; and

g. Screen: Campus-Based Residential Ward/Dorm (Add/Change/Delete), Action

Code 615.

3. XXX shall report on the daily utilization of beds using a Contractor-developed

and DSHS-approved format, or by submitting Exhibit B (Daily Utilization Report)

each business day by 10:00AM via email to Performance.Contracts@dshs.state.tx.us

with a copy to the DSHS Private Psychiatric Hospital subject matter expert.

4. XXX shall develop and use local reporting unit(s) for the XX beds used to serve

individuals from any LSA and for the XX beds used to serve individuals of LMHA. This information shall also be entered into CARE when reporting bed

utilization at XXX.

E. XXX shall ensure proper screening of applicants, training and competency of

employees, including reassignment/movement of employees off the unit until they are

cleared for satisfactory performance or pending an investigation of abuse, neglect,

and/or exploitation.

F. XXX shall hire a Clients Rights Advocate (CRA) to investigate allegations of abuse,

neglect, and/or exploitation. Individuals on the unit will have access to a telephone to

contact the CRA 24 hours/day, 7 days/week. Employees who suspect abuse, neglect,

and/or exploitation of individuals shall report to the CRA immediately but no later than

one hour of the suspected event. The CRA shall report events that contain positive

findings to the Department of Family and Protective Services (DFPS) by telephone at

(800) 647-7418.

G. The terms and conditions attached hereto as Exhibit A (Performance Indicators) will be

used to assess XXX’s effectiveness in providing the services described in this

Contract.

1. XXX shall submit to DSHS the name of the designated point of contact who will

be responsible for all communication, correspondence, and reporting to DSHS no

later than fifteen (15) days after this Contract is executed.

2. XXX shall electronically submit to the DSHS Contract Manager the reports,

data and other information identified in Exhibit A (Performance Indicators) in

accordance with the schedule outlined in Exhibit A (Performance Indicators).

H. XXX shall work with DSHS on the capacity management program for State Mental

Health Facilities (SMHFs). As part of the capacity management program, DSHS may

request access to beds purchased under this Contract to assist with SMHF diversion

activities. If capacity is available within XXX, then DSHS may attempt to divert

admissions from SMHFs to XXX. XXX shall evaluate these individuals for admission and serve them with funds allocated as part of this Contract.

I. XXX shall report the disposition of investigations of all reports of death, abuse,

neglect, exploitation, or illegal, unethical or unprofessional conduct regarding beds

purchased under this Contract using Exhibit C (Report of Outcome of Investigation of

Death, Abuse, Neglect, Exploitation, or Illegal, Unethical or Unprofessional Conduct

Form).

J. XXX should develop written oversight policies and procedures, by which XXX

will manage the admission, service delivery, continuity of care and discharge

requirements.

K. Admission Procedures: When XXX admits a patient, XXX shall promptly

notify the designated LMHA of the admission and the admission status.

**IV. WARRANTIES:**

DSHS warrants that (1) it has the authority to contract for the services under authority granted

in Chapters 531 and 1001, THSC, and Chapter 771,TGC; and (2) the representative signing this

Contract on its behalf is authorized by its governing body to sign this Contract.

XXX warrants that (1) it has authority to perform the services under authority granted in

Title 3, Subtitle C, Chapter 74, Subchapter K, Texas Education Code and Chapter 771,TGC;

and (2) the representative signing this Contract on its behalf is authorized by its governing body

to sign this Contract.

**V. CERTIFICATIONS:**

DSHS and XXX certify that (1) the services specified above are necessary and essential for

activities that are properly within the statutory functions and programs of the affected State

agencies, (2) the proposed arrangements serve the interest of efficient and economical

administration of the State of Texas, and (3) the services, supplies or materials contracted for

are not required by Section 21, Article 16 of the Texas Constitution to be supplied under

contract given to the lowest responsible bidder.

**VI. BASIS FOR CALCULATING REIMBURSABLE COSTS/TERM:**

1. The cost of this Contract during the month of September 2015 is based on per day per

bed rate of $XXX. Total reimbursement for the month of September 2015 will not

exceed $XXX per bed day for XX beds, which total $XXX

2. From October 1, 2015 through August 31, 2017 the cost of this Contract is based on per

day per bed rate of $XXX for XX long-term beds, and $XXX for XX

 acute care beds. Reimbursement from October 1, 2015 through August 31, 2017

will not exceed $XXX for the XX long-term beds and $XXX for

the XX acute care beds, which totals $XXX.

**VII. CONTRACT AMOUNT:**

The total amount of this Contract shall not exceed: **$XXX.**

**VIII. PAYMENT FOR SERVICES:**

XXX will invoice DSHS for services monthly.

In accordance with Chapter 771, TGC, DSHS shall reimburse XXX for services

satisfactorily performed from appropriation items or accounts of DSHS from which like

expenditures would normally be paid, based upon vouchers drawn by DSHS payable to

XXX.

XXX shall submit expenditures on a monthly basis. XXX shall request payment using

the State of Texas Purchase Voucher (Form B-13), which can be downloaded at

http://www.dhs.state.tx.us/grants/forms.shtm. When required by this Contract, supporting

documentation for reimbursement of the services/deliverables shall also be submitted.

At a minimum, invoices shall include:

1. Name, address, and telephone number of XXX

2. DSHS Contract or Purchase Order Number

3. Identification of the Services provided

4. Dates services were delivered

5. Total invoice amount

6. A copy of the General Ledger for the period which supports the budget items requesting

reimbursement, and

7. Any additional supporting documentation which is required by this Contract or as

requested by DSHS.

XXX shall electronically submit all invoices with supporting documentation to the Claims

Processing at invoices@dshs.state.tx.us with a copy to mhcontracts@dshs.state.tx.us.

Alternative submission arrangements must be approved by the assigned DSHS Contract

Manager.

**IX. TERM OF CONTRACT:**

This Contract will be effective on September 1, 2015, and will terminate on August 31,

2017. The Contracting Agencies may extend the term of this Contract by a written

amendment signed by the Contracting Agencies. The Contract may be canceled by mutual

consent of the Contracting Agencies or by either Contracting Agency as specified in this

Contract.

**X. NOTICES:**

All notices, consents, approvals, demands, requests or other communications provided for or

permitted to be given under any of the provisions of this Contract shall be in writing and shall

be deemed to have been duly given or served when delivered by hand delivery or when

deposited in the U.S. mail by registered or certified mail, return receipt requested, postage

prepaid, and addressed as follows:

If to DSHS: Department of State Health Services

Mental Health and Substance Abuse Services Division,

Attn: Christopher Dickinson, Contract Manager

MC 2058, PO Box 149347

Austin, TX 78714-9347

If to XXX: XXX

Attention: President

Or such other person or address as may be given in writing by either agency to the other in

accordance with this Section.

Duly authorized representatives of the Contracting Agencies in their respective capacities as

stated below, have executed and delivered this Contract, including the Department of State

Health Services State Facilities Special Provisions attached hereto and incorporated herein for

all purposes, to be effective as of the Effective Date.